

# INVITATION TO BID



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED:** December 29, 2005

ITB Title: **Fuel Storage Tank**

ITB Number: **IT12988 JAE**

Due Date: **January 19, 2006 - 2:00 P. M.**

Buyer: Jim Engan, [jim.engan@metrokc.gov](mailto:jim.engan@metrokc.gov), (206) 684-1053

Supply and verify installation of a fuel storage tank and two fuel-monitoring systems for Solid Waste in accordance with the requirements of ITB No. IT12988-JAE.

**Total price for ITB: \$** \_\_\_\_\_

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will **ONLY** be received by:  
**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**  
Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City / State / Postal Code \_\_\_\_\_

Signature \_\_\_\_\_

Authorized Representative / Title \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Delivery guaranteed: ☐ Yes ☐ No

Days after order: \_\_\_\_\_

Prompt Payment Discount Terms:

\_\_\_\_\_%-\_\_\_\_Days, Net \_\_\_\_\_

Prime Bidder **SEDB / DBE** Certification number (if applicable - see Section 1-19) \_\_\_\_\_

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The **original and (1) copy** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

## 1-8 GENERAL

- A. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- B. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- C. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- D. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

## 1-9 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

## 1-10 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either

the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.

- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1-11 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

#### **1-12 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

#### **1-13 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

#### **1-14 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

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<sup>1</sup> The King County's web site is located at: [http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx)

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

**1-15 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-16 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-17 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-18 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the Submittal Response Form of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-19 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

**SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD****2-1 FINANCIAL RESOURCES AND AUDITING**

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

**2-2 REFERENCES**

List the names and addresses of two (2) customers, for whom the offeror has provided similar equipment, preferably in Washington State, within the last year. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

**2-3 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the prompt payment discount terms, however, discounts terms of less than the twenty (20) days will not be considered. The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

### **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

#### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

[http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx).

#### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

#### **3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

[http://www.metrokc.gov/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.pdf](http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf).

#### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268.



**3-5 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

**3-6 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

**3-7 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**3-8 INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
- The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.
- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-9 TERMINATION**

#### **A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### **B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 CONTRACT VALUE**

The estimated value of this contract is between \$30,000 and \$40,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4-2 WARRANTY**

- A. The Contractor hereby warrants that for a period of one (1) year from the date of final acceptance, they will at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship.
- B. If the offeror or manufacture of the equipment provides a standard warranty exceeding the minimal warranty terms cited in A. above, the offeror shall attach it to their bid.
- C. King County may avail itself of the offeror's or manufacture's standard warranty if more beneficial to the County.
- D. Claims: The offeror shall provide a statement of position concerning the "on the spot" settlement of warranty claims or disputes, and on the authorization of local representatives to act on the equipment manufacturer's behalf.

### **4-3 INSURANCE REQUIREMENTS**

By the date of execution of this Contract the ("Contractor") shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

The Contractor shall furnish proof of Commercial General Liability insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Commercial Auto Liability insurance in the amount of at least \$1,000,000 combined single limit, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Workers' Compensation: Statutory Requirements of the State of Residency.

All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

## **SECTION 5 - TECHNICAL SPECIFICATIONS**

### **5-1 GENERAL**

The Contractor will deliver a 2000-gallon diesel fuel tank with all of the accessories listed as the standard or their approved equal if accepted by the County. In addition the County will have the option to order up to two (2) fuel monitoring systems (the K800 Cardlock or approved equal) at any time during the twelve months following contract award.

### **5-2 RESPONSIBILITIES OF KING COUNTY AND CONTRACTOR FOR THE 2000-GALLON FUEL TANK**

- A. The Contractor shall provide the following:
  - 1. After receiving the order the Contractor Shall provide the drawings and list of all material to be provided and advise the County of the site requirements for the tank.
  - 2. After receiving the County's approval of the drawings and list of material, the Contractor shall deliver the tank and accessories.
  - 3. Before delivery the contractor shall coordinate the delivery with the designated contact.
  - 4. The Contractor Shall provide the equipment and staff needed to unload the tank and place it in position.
  - 5. The Contractor shall advise the County on installation requirements as needed.
  - 6. After the County has set up the tank and completed the electrical work the Contractor shall return to the delivery site and inspect the system to ensure the tank and systems work and that the warranty is in effect.
- B. The County will do the following:
  - 1. The County will approve the drawings and material list when they are acceptable and in conformance with the contract.
  - 2. The County will install the concrete pad.
  - 3. The County will provide the staff and material needed to set up the tank and get it ready for use.
  - 4. The County will provide the electrician who will install the cardlock system.

### **5-3 RESPONSIBILITIES OF KING COUNTY AND CONTRACTOR FOR THE TWO OPTIONAL FUEL MONITORING SYSTEMS**

- A. The Contractor shall provide the following:
  - 1. After receiving the order for either or both of the optional fuel monitoring systems the Contractor shall coordinate the delivery with the designated contact.
  - 2. The Contractor shall advise the County on installation requirements as needed.
  - 3. After the County has completed the electrical work the Contractor shall return to the delivery site and inspect the system to ensure the systems work and that the warranty is in effect.
- B. The County will do the following:
  - 1. The County will provide the staff and material needed to set up the fuel monitoring system and get it ready for use.

**5-4 DELIVERY THE 2000-GALLON FUEL TANK**

After contract award the Contractor will have 5 business days to provide drawings. Delivery is required as soon as possible and not later than 4 weeks after King County has approved the drawings and list of accessories. Bid price shall include delivery, FOB destination. The Contractor will deliver the fully assembled tank and accessories to the following location:

Bow Lake Transfer Station  
18800 Orillia Road South  
Tukwila, WA 98188

Before delivery contact:  
Dwin Ugwoaba, Phone No. (206) 296-4428

**5-5 DELIVERY THE TWO OPTIONAL FUEL MONITORING SYSTEMS**

After award of the optional fuel monitoring systems the Contractor shall coordinate the delivery with Dwin Ugwoaba, Phone No. (206) 296-4428. Bid price shall include delivery, FOB destination. The two delivery locations are:

18900 Westside Hwy. SW Vashon, WA

And

1650 Battersby Ave East, Enumclaw, WA

**SECTION 6 - PRICING**

Item No.	Quantity	Description	Unit Price	Total Price
1.	1 Lot	A 2000 Gallon Diesel Fuel Storage Tank with all the accessories listed below or approved equal.  Advise County on installation requirements and after County has completed the installation, inspect the system for operation and insure that the warranty is in affect.	\$ _____	\$ _____
2.	2 lots	Optional Fuel Monitoring System, same as the K800 Cardlock system, in Item 1 above, or approved equal. These are optional items that King County may order with in one (1) year of contract award.  Advise County on installation requirements and after County has completed the installation, inspect the system for operation and insure that the warranty is in affect.	\$ _____	\$ _____
			Total Price for Items 1 and 2	\$ _____

Bidder must attach to bid a complete list detailing the tank and accessories offered. The list must identify manufacture, all quantities of parts, part numbers, description and item prices. Bidder shall also attach sales literature and/or brochures that will enable the County to determine if the offered tank and accessories are equal to or better than the tank and accessories listed as the standard below.

The award will be to the low responsible bidder with a responsive bid determined by the County to meet or exceed the tank and accessories listed below as the standard.

The County reserves the right to add or delete items from the winning bid to arrive at the total price of the delivered package

The standard for this bid is the 2000 gallon diesel fuel storage tank with the accessories listed below available from Ace Tank.

Qty	Part #	Description	Unit Price
1	02000U2RX	Tank 2k G Dw UI142 Rect 3a White Exterior	
1	LDR03AL	Steps Bolt-On Alum Three	

**Fill Accessories**

1	FIMRLF01	<b>Component Package For Low Fill</b> <ul style="list-style-type: none"> <li>• 3" Mechanical Overfill Prevention Valve</li> <li>• Including Hose Purge Bypass</li> </ul> <b>Fill Diffuser</b> <ul style="list-style-type: none"> <li>• 3" Aluminum Drop Tube</li> <li>• 8 Gallon Capacity Lockable Fill-Point Containment Box</li> </ul>	
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Qty	Part #	Description	Unit Price
		<ul style="list-style-type: none"> <li>3" Camlock Adapter W/Dust Cap &amp; Security Chain</li> <li>3" One-Way Check Valve &amp; Butterfly Valve Fill Instruction Decal</li> </ul>	
1	8LFSCA	8 Gallon Low Fill Contain 3a	
1	9095A-3	Valve Overfill 3" Oem9095a03-Av	
1	WD32223-3	Valve Butterfly Wafer 3" Vi	
1	646-0100AV	Valve Wafer Check Cs/Ss/Vt 3"	
1	518-0113AD	Drain For 518	
1	419-02001T	Tube Drip Al 3"X10' Sell 419-14001t	
1	539AS-300AD	Diffuser Slip-On 3"	
1	300-AL-AL	Adapter Flanged Al 150# 3"	
1	300-DC-AL	Cap Dust Al 3"	
1	CH-B-12	Chain Security Br 12"	
1	FS79.50SV3R	Decal Overfill Shutoff"	
1	57PP4B	Plug Bar-Lug Bi 4"	
1	S95-34	Valve Ball Br Fp .75"	

**Trim Accessories**

1	Trncage05	Component Package For Diesel/Non-Carb Gasoline <ul style="list-style-type: none"> <li>Flame Arresting Vents W/Riser Nipple</li> <li>Emergency Vents For Primary &amp; Secondary Tanks.</li> <li>Mechanical Float-Actuated Liquid Level Gauge</li> <li>Mechanical Interstitial Leak Indicator</li> <li>Manual Gauge Port Cap And Gauge Stick</li> <li>Inches-To-Gallons' Conversion Chart</li> </ul>	
1	6672	Vent Mushroom Flame-Arrest 2"	
1	PN2X72G	Nipple Pipe Galv 2"X72"	
2	2440M-0200AV	Vent Emergency 8oz O-Ring 6" M	
1	200TG-ENG	Gauge Tank English Unit	
2	419-0700IT	Tube Al 2"X6'	
1	PN2X3G	Nipple Pipe Galv 2"X3"	
1	178GSP-0100AC	Cap W/Adapter Al/Br 2"	
1	PN2CB	Nipple Pipe Bi 2" X Close	
1	7X80HB	Gauge Stick W/80" Markings 7'	
1	PL-CHART	Chart Tank Computer Generated	
1	27H2B	Plug Square Head Bi 2"	
1	128-0100AV	Valve Drain Br 1"	
1	LG60AST	Gauge Leak 60"D Std 2"	

**Tank Labeling**

1	DEISAG02	Component Package For Diesel Fuel Storage Labeling As	
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Qty	Part #	Description	Unit Price
		Required By Uniform Fire Code (Ufc) Sections 5201.8 and 7901.9	
4	312DI	Decal Diesel 3"X12"	
4	624CB	Decal Combustible 6"X24"	
4	312NS	Decal No Smoking 3"X12"	
1	312MO	Decal Monitor 3"X12"	
1	6X8MC	Decal Warn/Metal Con 6"X8"	
1	FSNOFILL	Decal Nofill While Disp 11x6	
1	ESO-1	Sign Emergency Shutoff	
4	HM020	Decal Hazmat 020 Diesel	
2	AMFLAG-S	Decal USA Flag 6"X12"	

**Turbine Pump**

1	PUFEAG02	Component Package For Submersible Pump & Accessories <ul style="list-style-type: none"> <li>• 3/4hp Turbine Pump (208/230vac)</li> <li>• Relay Control Box For Remote Installation</li> <li>• Anti-Syphon And Maintenance Valves</li> <li>• 1.5x 18 Flexible Connector</li> </ul>	
1	STP75-VL1	Pump .75hp Range 54"-86"	

**Dispensing Equipment**

1	M7A1	Meter W&M 100gpm Class 1 W/Register Only	
1	POD1	Pulser	
25	FLEXWNG112	Hose Petro Flexwing 1.5"	
2	H5232	Coupling Hose-End Mpt 1.5"	
2	R125BS	Ferrule 1.25" X 1.803" Id	
1	COUPLEGY	Fee Hose Coupling	
1	40013	Filter Centurion Iii Housing	
1	30004	Element 30 Mic	
2	PN2X4G	Nipple Pipe Galv 2" X 4"	
1	FSMS112X12	Connector Flx Mxms 1.5" X 12"	
1	920-25-26-ASR	Reel Hose Sprg Rwnd 1.5" X 40'	

**Wiggins Nozzle & Adaptor**

1	*NOZS	Wiggins Zz9a1 Nozzle	
1	*NOZS	Wiggins Zn6b Adaptor	
1	FREIGHT-S	Freight	

**K800 Cardlock**

1	K800-4	Sys K800 4 Hose	
1	20-4124	Weathershield Pocket	
1	20-1445	Cable Modem	
1	20848	Modem W/Cable	
1	20-6147	Software Phoenix Plus K800 For Windows	

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Qty	Part #	Description	Unit Price
1	20-6150-03	Phone Install & Startup Serv. Factory .Direct K800/Sys 2 (Plus)	
1	*CLK	Chipkey Reasonability	
1	20-4120	Key Chip Blank Cost Per Chipkey	
1	20-8039	Chipkey Encoder	



King County

**ATTACHMENT A**  
**INVITATION TO BID IT12988-JAE**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business


\_\_\_\_\_  
SEDB Certification Number

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contact Person Name and Phone Number

**BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT12988-JAE
	<b>Bid Title</b> Fuel Storage Tank
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	